Honorable Ricardo S. Martinez 1 2 3 4 5 6 UNITED STATES DISTRICT COURT 7 WESTERN DISTRICT OF WASHINGTON, AT SEATTLE 8 9 EMPLOYEE PAINTERS' TRUST HEALTH & 10 WELFARE FUND; WESTERN WASHINGTON CASE NO. CV11-1208 RSM PAINTERS DEFINED CONTRIBUTION 11 PENSION TRUST; WESTERN WASHINGTON APPRENTICESHIP AND TRAINING TRUST; 12 STIPULATION FOR DISMISSAL WITHOUT WESTERN WASHINGTON PAINTERS LABOR MANAGEMENT COOPERATION TRUST; PREJUDICE AND ORDER THEREON 13 PAINTERS AND ALLIED TRADES 14 INTERNATIONAL UNION AND INDUSTRY PENSION FUND; and INTERNATIONAL 15 UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 5. 16 17 Plaintiffs, 18 VS. 19 V P PAINTING, INC., a Washington corporation; VINCENT A. PREACH and JANE DOE 20 PREACH, husband and wife and the marital 21 community comprised thereof, 22 Defendants. 23 IT IS HEREBY STIPULATED AND AGREED by Plaintiffs, EMPLOYEE PAINTERS' 24 TRUST HEALTH & WELFARE FUND; WESTERN WASHINGTON PAINTERS DEFINED 25 CONTRIBUTION PENSION TRUST; WESTERN WASHINGTON APPRENTICESHIP AND TRAINING TRUST; WESTERN WASHINGTON PAINTERS LABOR MANAGEMENT DISMISSAL WITHOUT PREJUDICE

1	COOPERATION TRUST; PAINTERS AND ALLIED TRADES INTERNATIONAL UNION AND
2	INDUSTRY PENSION FUND; and INTERNATIONAL UNION OF PAINTERS AND ALLIED
3	TRADES DISTRICT COUNCIL NO. 5, and Defendants, V P PAINTING, INC., a Washington
4	corporation; VINCENT A. PREACH and JANE DOE PREACH, by themselves and through their
5	respective attorneys of record, and subject to the approval and Order of the Court, as follows:
6	1. A full and final settlement of the above-entitled action has been entered into and agreed
7	to by all parties. Therefore, the parties request that this action be dismissed without prejudice.
8	2. The parties have executed a Settlement Agreement setting forth the terms of their
9	agreement. The terms and conditions of the Settlement Agreement, and all documents referred to or
10	attached thereto, are incorporated herein by this reference.
11	3. The parties have agreed that this Court shall reserve and retain jurisdiction of this action
12	and the parties to enforce the terms of the Settlement Agreement executed by the parties herein.
13	Dated: August 14, 2012
14	THE URBAN LAW FIRM
15	By:/s/ Michael A. Urban
16	Michael A. Urban, Esq.
17	Counsel for Plaintiffs
18	Dated: August 14, 2012
19	GRAHAM & DUNN, PC
20	By: /s/ Adam S. Belzberg
21	Adam S. Belzberg, Esq. Counsel for Defendants
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	DISMISSAL WITHOUT PREJUDICE

1 **ORDER** 2 IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice. The 3 Court retains jurisdiction to enforce the terms of the settlement agreement of the parties. 4 DATED: <u>August 17, 2012</u> 5 6 7 RICARDO S. MARTINEZ UNITED STATES DISTRICT JUDGE 8 9 10 Presented by: 11 THE URBAN LAW FIRM 12 13 /s/ Michael A. Urban 14 Michael A. Urban, Esq. WSBA#20251 15 800 Bellevue Way NE, Suite 400 Bellevue, WA 98004 16 P. (425) 646-2394 / (702) 968-8087 F. (425)-462-5638 / (702) 968-8088 17 murban@theurbanlawfirm.com Attorney for Plaintiffs 18 19 20 21 22 23 24

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